

THIRD AMENDMENT TO THE INDIANA TOLL ROAD CONCESSION AND LEASE AGREEMENT

This Third Amendment to the Indiana Toll Road Concession and Lease Agreement (this "Third Amendment") is made and entered into, as of this 10 day of AUGUST, 2007, by and between the Indiana Finance Authority, a public body politic and corporate of the State of Indiana (the "IFA") and ITR Concession Company LLC, a Delaware limited liability company (the "Concessionaire").

RECITALS

WHEREAS, the IFA and the Concessionaire are parties to that certain Indiana Toll Road Concession and Lease Agreement, dated April 12, 2006 (as amended by that First Amendment to the Indiana Toll Road Concession and Lease Agreement, dated as of April 12, 2006, as further amended by that certain Second Amendment to the Indiana Toll Road Concession and Lease Agreement, dated as of June 29, 2006 (the "Concession Agreement")); and

WHEREAS, the Indiana Department of Transportation, at the request of IFA, has analyzed the traffic, safety, construction and cost implications of this Third Amendment; and

WHEREAS, this Third Amendment will permit two lanes of traffic throughout the construction project (not just that section to which this Third Amendment applies, that is from Milepost 14.0 to 15.5), resulting in less congestion, fewer traffic bottlenecks, and additional safety to the traveling public and construction crews; and

WHEREAS, this Third Amendment will not delay opening of any lanes to traffic of the overall Toll Road corridor improvements, nor will this Third Amendment cause IFA or the State of Indiana to incur any additional costs; and

WHEREAS, the parties desire to amend the Concession Agreement as set forth herein; and

WHEREAS, all capitalized terms used in this Third Amendment but not otherwise defined herein shall have the respective meanings given to such terms in the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and in the Concession Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1. Item #2 of Schedule 5.5 is hereby deleted in its entirety and the following language is inserted in lieu thereof:

Expand to 3 travel lanes in each direction from Milepost 14.0 to Milepost 15.5 by December 31, 2010.

SECTION 2. This Third Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Concession Agreement. The parties hereto reconfirm the agreements, rights and remedies as set forth in the Concession Agreement.

SECTION 3. This Third Amendment may be executed in multiple counterparts, each of which will be considered an original. Facsimile signatures of original signatures shall be deemed original signatures. Only one counterpart of this Third Amendment executed by the party against which it will be enforced need be provided to evidence this Third Amendment.

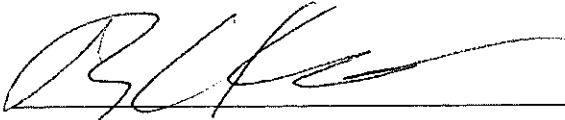
SECTION 4. This Third Amendment shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Indiana (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

SECTION 5. From the date on which this Third Amendment shall have been executed by the IFA and the Concessionaire, all references in the Concession Agreement to the Concession Agreement shall be deemed to be references to the Concession Agreement as modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date set forth above.

"IFA"

INDIANA FINANCE AUTHORITY

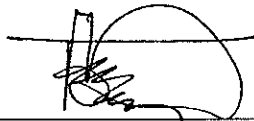
By: 

Printed: Ryan C. Kitchell

Title: IFA Chairman

"CONCESSIONAIRE"

ITR CONCESSION COMPANY LLC

By: 

Printed: FERNANDO KEDONZA

Title: CHIEF EXECUTIVE OFFICER